

**STATE OF VERMONT
AMENDMENT TO PERSONAL SERVICES CONTRACT
OPTUMINSIGHT, INC.**

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CONTRACT #26801
AMENDMENT #3**

**STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS**

It is hereby agreed by the State of Vermont, Department of Health Access (hereafter called "State"), OptumInsight, Inc., with a principal place of business at 13625 Technology Drive, Eden Prairie, Minnesota, 55344 (hereafter called "Contractor"), that the contract between them commencing June 9, 2014, as amended August 15, 2014, as amended and restated September 15, 2014, and amended November 14, 2014, Contract # 26801, is hereby amended as follows:

- I. The fourth paragraph in the standard Contract for Personal Services, as amended and restated, is amended to read as follows to increase the maximum contract amount:

4. Maximum Amount. In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$33,392,737.00.

- II. Attachment A, Scope of Services. Attachment A, Scope of Services, Section II, Specification of Work is hereby modified by amending the first paragraph under "Stream 3" as follows:

Stream 3. Supplemental Operations Support

The Contractor shall provide operational support to reduce the backlogs caused by system deficiencies to normalized levels. This reduction shall be accomplished no later than December 31, 2014. The Contractor, in consultation with the State, shall develop a work plan to define the services and staffing levels needed to accomplish backlog reduction as required by this Contract. The work plan shall identify priorities and scheduling. Further, the Contractor shall provide the staffing required to process paper insurance renewal cases specified by the State for the period November 3 2014 through December 31, 2014.

- III. Attachment, Scope of Services. Attachment A, Scope of Services, Specification of Work is hereby modified by amending Section 4 of Stream 3 as follows:

4. Renewal/2015 Open Enrollment Readiness and Renewals Processing: the Contractor shall perform the services listed below to develop an appropriate plan to support VHC readiness for annual renewals and 2015 Open Enrollment, as well as perform renewals processing and provide key open enrollment functions specified by the State:
- Make recommendations for handling consumers seeking to renew insurance through VHC;.

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- Provide Marketing support, if deemed necessary and approved via a Task Order
- Provide staffing with the experience required to process no fewer than 16,000 No Change Renewals for the period between November 15, 2014 and December 31, 2014.
- Provide staffing to supplement teams including VHC's staff processing 834 errors.
- Provide staffing to supplement the VHC's Lion's Den escalation team.

IV. Attachment B, Payment Provisions. Section 1 of Attachment B is hereby deleted and replaced as follows:

The total maximum amount payable under this Contract shall not exceed \$33,392,737.00. All rates set forth in this contract are all-inclusive; no expenses, benefits or insurance will be deemed reimbursable to the Contractor by the State under this Contract.

Stream	Services	Deliverable Due Date	Amount
Stream 1	IT Plan	July 3, 2014	\$497,663
Stream 2	Operations Stabilization Plan	June 27, 2014	\$117,875
Stream 3	Supplemental Operations Support	Via Task Order	\$12,117,953*
Stream 4	IT Project Management and other Stream 4 Services	Via Task Order	\$12,283,366**
Stream 5	DDI-VHC 2015 Open Enrollment and Renewals Workaround Solution	November 30, 2014	\$1,890,414***
Stream 6	Maintenance and Operations services	In accordance with Attachment G	\$6,427,133****
Real Estate	As needed for additional space.	Until 12/31/2014	\$58,333
Total			\$33,392,737

* Time and materials, dependent on task order

** As of September 15, 2014, Stream 4 Services are comprised of:

Stream 4 Total pre 9/15/14	6,378,948
Security Task Order – Bronze Level Security as a Service	5,453,613
PM Support	450,805
Stream 4 Total post- 9/15/14	12,283,366

***Stream 5 will be compensated by the State on a time and material basis. Services performed between September 15, 2014, and October 7, 2014 that are in conformity with Stream 4 or 5 of Attachment A and or an associated Task Order shall be billable hereunder.

Time and Material means a basis of payment to the Contractor where the State will reimburse the Contractor an hourly rate connecting to Exhibit I of this

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Attachment B. This rate includes wages, overhead, general and administrative expenses, travel and profit for each category of labor to be performed by the Contractor. No materials will be separately paid unless otherwise stipulated in a task order or change order.

**** Stream 6 Maintenance and Operations services will be compensated on a Time and Materials basis, as needed until the earlier to occur of (i) December 31, 2014; (ii) the execution of a New M&O Contract. If the New M&O Contract is entered into prior to October 31, 2014, this Stream 06 shall terminate effective October 31, 2014 and if the New M&O Contract is entered into after October 31, 2014 but prior to November 30, 2014, this Stream 06 shall terminate effective November 30, 2014.

V. Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

VI. Certification Regarding Suspension or Disbarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Except as modified by this Amendment No. 3, all provisions of the original contract remain in full force and effect.

The signatures of the undersigned indicate that each has read this amendment to Contract # 26801 in its entirety and agrees to be bound by the provisions enumerated therein.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT.

BY THE STATE OF VERMONT:

BY THE CONTRACTOR:

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